

Exhibit 3

I. Terms & Conditions

Last Updated: May 18, 2018

ResMan, LLC, is the owner and provider of a residential property management software as a service application known as ResMan® (“**ResMan**”). Company operates a website at www.myresman.com and offers access to ResMan pursuant to a subscription service (collectively, the “**Subscription**”).

Reference is hereby made to that ResMan Master Services Agreement (the “**Agreement**”) made and entered into by and between Company and Customer. All terms not otherwise defined herein, shall have the meaning more particularly set forth in the Agreement.

Please read the following Terms and Conditions carefully before using the website or the Subscription. This Terms and Conditions sets forth the terms and conditions that apply to the use of the website and Subscription by You (defined below).

1. Applicability & Acceptance of these Terms and Conditions.

By viewing, using, accessing, browsing, or submitting any content or material on the Subscription, you agree to these Terms and Conditions as a binding legal agreement between you and Company, without limitation or qualification. The terms “Customer”, “You”, “you” or “Your” shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Subscription. If you do not agree to these Terms and Conditions, then you may not use the Subscription. Company reserves the right to modify these Terms and Conditions at any time without prior notice.

You agree that each visit you make to the Subscription shall be subject to the then-current Terms and Conditions, and continued use of the Subscription now or following modifications in these Terms and Conditions confirms that you have read, accepted, and agreed to be bound by such modifications.

2. Changes in Terms and Conditions.

Company reserves the right, in its sole discretion, to change or discontinue any aspect or feature of the Subscription with or without notice and/or the services offered on or through the Subscription (or any part thereof), including but not limited to the Subscription’s features, look, feel, and functional elements and

related services, content, hours of availability, and/or modifications regarding our order process.

Company also reserves the right to change or modify the terms and conditions applicable to your use of the Subscription, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting on the Subscription, or by electronic or conventional mail, or other means by which you obtain notice thereof. Any use of the Subscription by You subsequent to such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.

3. The Subscription.

- A. **Access.** During the Original Term and/or Extended Term (collectively, the “Term”), Company shall provide you access to use the Subscription pursuant to the terms more particularly described in the Agreement and the Terms and Conditions.
- B. **Limits; Unit Count.** Limits may apply to the number of units, data storage, e-mails and SMS messages per month. Any limits will be specified in your Order Form. Company reserves the right to audit the number of Customer units accessing the Subscription and shall invoice Customer for the actual number of units identified within the ResMan system.
- C. **Modifications.** We reserve the right to modify the Subscription from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription that materially reduce the functionality of the Subscription provided to you during the Term. We might provide some or all elements of the Subscription through third party service providers.
- D. **Permitted Use.** Company may access Your data for the purpose of providing services related to the Subscription, including proper function of the software, responding to your service requests made to product Support, and the on-going maintenance and enhancement of ResMan. The Company may not directly expose, market, or sell any Your data. Company may include Your data in aggregation operations for the purposes of system maintenance, market research, and product development. Aggregated data is metadata (data about data) derived from multiple constituent data sources. The meta data developed by Company is the sole and exclusive property of the Company and may be incorporated into products and services at its sole discretion.
- E. Your subscription grants you access to use certain ResMan-certified Third-Party Vendors and available software integrations between the Third-Party Vendor software and ResMan software. Use of Third-Party Vendors and associated

integrations is at your discretion. Any such use of Third-Party Vendors and integrations, and any terms, conditions, warranties or representations made by Third-Party Vendors are solely between you and the applicable Third-Party. ResMan has no liability, obligation or responsibility for any such terms, conditions, warranties or representations and expressly denies any claims, warranties or commitments regarding Third-Party Vendors, their integrations and system performance.

4. ResMan Subscription Level Agreement (SLA).

A. ResMan Uptime Commitment.

- i. Subject to the terms of this SLA, ResMan will have a 99.9% Availability each calendar month (the “**Uptime Commitment**”). The availability of ResMan for a given month will be calculated according to the following formula (referred to herein as the “**Availability**”). Where:
 - Total qualifying minutes in the month = TQM = Number of days*12*60
 - Total minutes in month unavailable between 7am and 7pm Central Time= TMU
 - and: Availability = (TQM-TMU)/TQM.
- ii. For purposes of this calculation, ResMan will be deemed to be unavailable to the extent the applicable ResMan will not accept connections. ResMan will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below in this SLA. Company’s records and data will be the sole basis for all SLA calculations and determinations.

B. Maintenance and Other Exceptions.

- i. ResMan will not be considered to be Unavailable for any outage that results from any maintenance performed by Company (i) of which You is notified at least 24 hours in advance; (ii) during Your implementation period; (iii) during Company’s then-current standard maintenance windows (collectively, the “**Scheduled Maintenance**”); or (iv) as a result of Your request outside of the normally scheduled maintenance.
- ii. ResMan will not be considered Unavailable for any outage due to (i) Your Data or application programming, acts or omissions of You or its agents, failures of equipment or facilities provided by You, network unavailability or bandwidth limitations outside of the ResMan network; (ii) issues arising from bugs or other problems in the software, firmware or hardware of Company’s partners; or (iii) force majeure events. The configuration being provided under this SLA is based on assumptions made by You and based on information provided by You. As a result, Company will not be responsible, under this SLA or otherwise, for any outages or performance issues caused by inaccuracies in these assumptions, including equipment and software failures or performance problems caused by traffic volume or the number of concurrent user sessions.

C. Configuration Changes; You Supported Software.

- i. This SLA is based on a standard configuration of the SaaS Subscriptions to provide the performance level contemplated by the Uptime Commitment in this SLA. If Company notifies You that it has determined that Your configuration is not suited to provide this level of performance, this SLA will be suspended until You and Company agree upon and implement a new or modified configuration designed to provide this level of performance.

D. SLA Remedies.

You will have the rights set forth below relating to Company's provision of the SaaS Subscriptions. This SLA provides Your sole and exclusive remedy for Company's failure to provide the SaaS Subscriptions or meet the Uptime Commitment. All standards and commitments are subject to the limitations and exclusions set forth herein.

If the Availability of ResMan Subscriptions for a given month is less than the applicable Uptime Commitment, You may receive a prorated service credit for the affected SaaS Subscriptions for such month lower than 99.9%.

In the event You is not current in its payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until You becomes current in its payment obligations.

To receive service credits, You must submit a written request to support@myresman.com, within thirty (30) days after the end of the month in which the ResMan Subscriptions failed to meet the Uptime Commitment, or Your right to receive service credits with respect to such unavailability will be waived.

E. Third-Party Vendor Integrations.

ResMan strives to provide comprehensive software solutions and services to the multifamily industry and provides you with access to ResMan-certified Third-Party Vendor integrations. ResMan ensures that ResMan-certified Third-Party Vendor integrations meet certain performance criteria prior to making such integrations available, however, post-certification changes can affect integration functionality and system performance. ResMan works with Third-Party Vendors to monitor, modify and improve integration performance but reserves the sole right to add, modify, suspend or discontinue integrations with any Third-Party Vendor at any time and for any reason. ResMan does not guarantee or warranty the performance of Third-Party Vendor integrations and expressly denies any claims or commitments to specific system performance or uptime. ResMan and ResMan Support will use all commercially reasonable efforts to provide support

and troubleshoot issues that arise from use of any Third-Party Vendor Integration but makes no claims or commitments to uptime or ability to resolve any identified issue. Use of ResMan-certified Third-Party Vendor Integrations is strictly at your discretion.

5. System Maintenance and Upgrade.

The Company's software Subscription is offered as Software-as-a-Subscription (SaaS). The system is accessed in the cloud via an internet connection. ResMan is maintained centrally in a cloud hosting environment by the Company for all subscribers. The software accessed by the subscriber is always the most current available version. The Company ensures the computing infrastructure accessed by the subscriber is maintained and upgraded as required to optimize performance. In addition, the Company centrally installs software upgrades, enhancements, and bug fixes in the cloud hosted environment.

6. Support Services.

The Company agrees to provide You with technical support for ResMan ("**Support**") which shall or may include phone, e-mail and/or online chat at no additional cost during any Term. Phone support shall be available from 8:00 a.m. to 7:00 p.m. Central Standard Time, Monday through Friday, excluding US National holidays. Online support is also available through the Company's platform at www.myresman.com/contact. The Company shall respond to on-line requests during regular support business hours as set forth above; provided however, the Company makes no promise or guarantee of any specific response time. Additional Support may also be purchased by You at the rates and terms more particularly set forth in the Order Form.

7. Data Access/Portability.

You retain ownership of property and transactional data contained in ResMan. You may at any time and at their discretion request a copy of their data contained within ResMan. Each request must be made in writing to Company. Company will provide the data within ten (10) business days. The data will be provided in an industry standard format and be accompanied with descriptive documentation sufficient for a minimally skilled technical resource to understand the content. The Company may provide additional professional services related to the use and interpretation of the data for a fee under a separate agreement or Order Form.

8. Derivative Works.

Any attempt to sublicense, assign, rent, lease, sell, copy, distribute, reverse engineer, create a derivative work in whole or in part, or otherwise transfer the

Subscription or the rights or obligations of the Agreement to any other property or third party without the prior written consent of the Company is strictly prohibited and shall be void and of no effect.

You agree that the consequences of re-publication of content or information from the Subscription may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that Company shall be entitled to temporary and permanent injunctive relief to prohibit such use.

9. Proprietary Rights; Confidentiality.

You acknowledge and agree that the Subscription contains proprietary information and content that is protected by intellectual property and other laws, and may not be used except as provided in these Terms and Conditions without prior, written consent of Company. All Subscription design, text, graphics, interfaces, and images (and the selection and arrangements thereof), and software, hypertext markup language, scripts, active server pages, and other content and software used in the Subscription are hereby reserved by Company.

“ResMan” is a trademark. Such trademark and other marks, logos, and names of ResMan or the Subscription, used on or in connection with the Subscription may not be used in connection with any product or service that is not under Company’s ownership or control. Furthermore, such trademarks may not be used in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Company. All other trademarks not owned by Company (or its affiliates) that appear on the Subscription are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company or its affiliates. All other trademarks appearing on the Subscription are the property of their respective owners. *All rights reserved.*

You acknowledge that Company has developed substantial goodwill and competitively valuable information in connection with ResMan. You agree to keep ResMan and all of Company’s information confidential, and shall not reproduce, copy, modify or otherwise alter or disclose/distribute it to a third party, nor permit any third party to do so or reverse assemble, reverse engineer, disassemble, decompile or otherwise attempt to create or discover any source code of ResMan by any means whatsoever.

You shall: (i) protect the confidential information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care; (ii) not use any confidential information for any purpose outside the scope of this Agreement; (iii) not disclose the confidential information to any third party; and (iv) limit access to the confidential information to its

employees, contractors, advisors and agents. Upon written notice to Company, You may disclose the confidential information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

10. Downloading of Intellectual Property.

The Subscription contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, and logos. Furthermore, the entire contents of the Subscription are copyrighted as a collective work/compilation. Company owns copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. In the event of any copying permitted in writing by Company, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that it does not acquire any ownership rights by downloading copyrighted material.

11. Your Account, Password, and Security at Your Risk.

II. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR OWN RISK.

Use of the Subscription requires that you register and/or create an account ("**Account**") or use the Subscription as a guest. To register and create an Account, you must select an account designation and password and provide certain personal information. In consideration of the use of the Subscription's services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to refuse any and all current or future use of the Subscription (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your Account and password, and you are fully responsible for all activities that occur under your password or Account, and for any other actions taken in connection with the Account or password.

You agree to (a) immediately notify Company of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected

breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. Company shall not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your Account and/or password.

12. Our Disclosure of Your Information.

Due to the existing regulatory environment, we cannot ensure that all of your private and personally identifiable information will never be disclosed in ways not otherwise described herein. By way of example (without limiting the foregoing), we may be forced to disclose information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or others may abuse or misuse your information that they collect from our Subscription. Therefore, although we intend to use industry standard practices to protect your privacy, we do not guarantee that your personally identifiable information will always remain private.

III. THE COMPANY IS COMMITTED TO PROTECTING YOUR PRIVACY.

We do not sell, trade, or rent your personal information to others. The following describes some of the ways that your personal identifiable information may be disclosed.

- A. **Advertisers.** We aggregate (gather up data across all user accounts) personally identifiable information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for marketing and other promotional purposes. However, in these situations, we do not disclose to these entities any information that could be used to identify anyone personally.
- B. **External Service Providers.** In an effort to serve you better, we may use external service providers to facilitate our services (i.e., search, discussion boards, surveys) and therefore we may provide some of your personally identifiable information directly to them. In some instances, the external service provider may collect information directly from you (such as the situation where we ask an external service provider to conduct a survey for us). If you provide additional information to an internal service provider directly, then their use of your information is governed by their privacy policy.
- C. **Legal Requests.** Company cooperates with law enforcement inquiries, as well as other third parties to enforce laws, such as violations that might conflict with any agreements with or policies of your employer or contractor. We can (and you authorize us to) disclose any information about you to law enforcement or other

government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of any unlawful activity.

13. Disclaimer of Warranties & Limitation of Liability.

THE INFORMATION, CONTENT, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH THE SERVICE (WHETHER PROVIDED BY COMPANY, YOU, OTHER USERS OR OTHER AFFILIATES/THIRD PARTIES), INCLUDING WITHOUT LIMITATION, FOOD/BEVERAGE ORDERS, SUBMISSIONS, TEXT, PHOTOS, GRAPHICS, AUDIO FILES, VIDEO, AND LINKS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FURTHERMORE, COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, OR LIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICE, SUBMISSIONS, TEXT, GRAPHIC, AND LINKS ON THE SERVICE, THE SERVICES PROVIDED BY COMPANY, AND ALL MATERIAL POSTED ON THE SERVICE.

NEITHER COMPANY, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS, WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICE.

NEITHER COMPANY, NOR ITS AFFILIATES, INFORMATION PROVIDERS, ON CONTENT PARTNERS SHALL BE LIABLE FOR, AND HEREBY DISCLAIMS LIABILITY FOR, ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

IN NO EVENT SHALL COMPANY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SERVICE. COMPANY ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SERVICE.

COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SERVICE, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SERVICE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO COMPANY; OR (B) \$100 (WHICHEVER IS LESS).

YOU AND COMPANY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS AND CONDITIONS ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND COMPANY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS AND CONDITIONS ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE SERVICE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE.

AS A COURTESY TO YOU, THE SUBSCRIPTION MAY OFFER LINKS TO OTHER WEBSITES. SOME OF THESE WEBSITES MAY BE AFFILIATED WITH COMPANY WHILE OTHERS ARE NOT. THESE LINKS ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU AND NOT AS AN ENDORSEMENT BY COMPANY OF THE CONTENTS ON SUCH THIRD-PARTY WEBSITES. COMPANY IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY WEBSITE PAGES CREATED AND MAINTAINED BY ORGANIZATIONS INDEPENDENT OF COMPANY AND DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE CONTENT OR ACCURACY OF MATERIALS ON SUCH THIRD PARTY WEBSITES. VISITING ANY SUCH THIRD-PARTY WEBSITE PAGES IS AT YOUR OWN RISK. COMPANY HAS NO CONTROL OF THESE THIRD-PARTY WEBSITE PAGES, NOR CAN IT GUARANTEE THE ACCURACY, COMPLETENESS, OR TIMELINESS OF INFORMATION IN THIRD-PARTY WEBSITE PAGES. YOUR USE OF SUCH INFORMATION IS VOLUNTARY, AND YOUR RELIANCE ON SUCH INFORMATION SHOULD BE MADE ONLY AFTER INDEPENDENT REVIEW. REFERENCES TO COMMERCIAL PRODUCTS OR SERVICES WITHIN ANY SUCH THIRD-PARTY WEBSITE PAGES DO NOT CONSTITUTE OR IMPLY AN ENDORSEMENT BY COMPANY. BY USING THE SITE YOU ACKNOWLEDGE THAT COMPANY IS NOT RESPONSIBLE FOR THE AVAILABILITY OF, NOR THE CONTENT LOCATED ON OR THROUGH ANY THIRD-PARTY WEBSITE PAGES.

14. Jurisdiction, Applicable Law, and Limitations.

This Subscription is created and controlled by Company in the State of Texas. You agree that these Terms and Conditions will be governed by and construed in accordance with the laws of the United States of America and the State of Texas, without regard to its conflicts of law provisions. Use of the Subscription is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions. Company makes no claims or assurances that the Subscription is appropriate or may be downloaded outside of the United States. You agree that all legal proceedings arising out of or in connection with these Terms and Conditions, or services available on or through the Subscription must be filed in a federal or state court located in Dallas County, Texas, within one year of the time in which the events giving rise to such claim began, or your claim

will be forever waived and barred. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

15. Indemnification.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, AND ASSIGNS FROM AND AGAINST ALL ANY CLAIM, DEMAND, OR DAMAGE (WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL), INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANYONE IN CONNECTION WITH YOUR USE OF THE SUBSCRIPTION, USE OR MISUSE OF ACCOUNTS AND/OR PASSWORDS, WITH YOUR SUBMISSIONS, WITH ANY ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY RELATING TO THE SERVICE, YOUR VIOLATION OF THESE TERMS AND CONDITIONS, AND/OR ANY OTHER ACTS OR OMISSIONS RELATING TO THE SERVICE.

16. Miscellaneous.

- A. **Enforceability.** If any portion of these Terms and Conditions is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms and Conditions shall continue to be enforceable and valid according to terms contained herein.
- B. **No Waiver.** The failure of Company to exercise or enforce any right or provision of the Agreement or the Terms and Conditions shall not constitute a waiver of said right or provision. Neither party hereto shall be deemed to be in default of any provision of the Terms and Conditions or for failure in performance resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, including, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.
- C. **Headings & Construction.** The section titles in the Terms and Conditions are for your convenience only and carry no contractual or legal effect whatsoever. The language in these Terms and Conditions shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.
- D. **Force Majeure.** Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable

control of the obligated party. Each Party shall use reasonable efforts to mitigate the effect of a force majeure event.

- E. **Contact.** For purposes of providing notice contact us at: ResMan, LLC, 4965 Preston Park, Blvd., Suite 260, Plano, Texas 75093.